

MITIGATION AGREEMENT

THIS AGREEMENT is made between Pioneer Savings Bank, hereinafter known as the Owner, and the Department of Game, hereinafter known as the Department and representing the State of Washington. This is a real covenant entered into so as to bind the parties, assignees, or purchasers.

1. The Owner has proposed to construct the following Project:
 - a. Preparation of land for commercial buildings and facilities, to include filling of no more than 4.40 acres of existing wetlands, as shown in Exhibit #1, which is attached hereto and incorporated into this agreement.
 - b. Construction of no less than 4.45 acres of wetlands on the Owner's property on this site, to be set aside as a natural area, as well as construction of an additional 0.50 acre of wetlands on an adjacent Clark County Regional Detention Pond site and an additional 0.07 acre of wetland on property owned by the State of Washington and adjoining this site, all shown on Exhibit #2 which is attached hereto and incorporated into this agreement.

The Project will be constructed at and adjacent to the Owner's site situated in Vancouver, Washington, and shown on the map, Exhibit #1.

The legal description of the Project area is as follows:

See Exhibit #3, Legal Description, which is attached hereto and incorporated into this agreement.

Plans for the Project are shown on Exhibit #2.

The portions of the property which are to be preserved for fish and wildlife habitat shall provide mitigation for unavoidable adverse impacts from construction of the Project. Compliance with this agreement shall fulfill the

Owner's obligations in that regard.

2. The Department has the responsibility to preserve, protect, perpetuate and manage the fish and wildlife resources of the State of Washington. Through this agreement the Department also implements its responsibility under the State Hydraulic Code, RCW 75.20.100 and the Fish and Wildlife Coordination Act, 16 USC Section 61, et Seq., which requires the Department to report to various agencies regarding appropriate measures for mitigating the adverse impacts of this Project on the fish and wildlife resource.

3. The impacts of the Project upon the fish and wildlife resources, their habitat, and fishing and other wildlife recreational activity have been identified. Appropriate mitigation measures have been identified by the Department and are set forth below. This agreement also constitutes a real covenant running with the Project lands, and it will be filed of record in Clark County to bind the parties, their successors, assignees or purchasers.

4. The specific areas in which mitigation measures will occur are identified on the Project map, Exhibit #2.

5. The Owner shall perform the following functions with the natural area described in Section (1) (b) above:

- copy* ITS USE
- a. Dedicate ~~it~~ to fish, wildlife, and related recreation in perpetuity.
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 - b. Plant willows, cottonwoods and other appropriate vegetation beneficial to wildlife, as directed by the Department of Game.
 - c. Remove all litter, trash and other manmade debris and keep the natural area free of all manmade debris in the future.
 - d. Set the natural area aside and forbid any future filling or development of the natural area by any and all parties, except as may be allowed by the Department.
 - e. Protect and maintain the planted vegetation in the natural area in perpetuity, including thinning of willows and other vegetation as deemed necessary by the Department.

6. All mitigation activity which is to be done on this Project, except for maintenance of vegetation as directed by the Department, shall be completed by no later than September 30, 1988. However, the Regional Manager of Department Region 5 may at his discretion extend this deadline to September 30, 1989, in the event that Clark County is unable to complete their plans to make this area a regional drainage facility by September 30, 1988.

7. No work shall be accomplished within the ordinary high water line without a written and signed Hydraulic Project Approval.

8. The Owner shall post a performance bond in the amount of \$25,000, to be forfeited to the Department in the event of failure to complete all mitigation activities specified in this agreement by September 30, 1988, or as otherwise specified by the Department Regional Manager in accordance with Part 6 above.

9. The Department agrees to make all reasonable efforts to expeditiously process any Hydraulic Project Approvals required for construction and operation of this project upon receipt of all of the following:

- a. the above mentioned performance bond,
- b. fully signed and executed copies of this agreement,
- c. a properly completed Hydraulic Project Application, and
- d. evidence of full compliance with the requirements of the State Environmental Policy Act (SEPA).

10. It is hereby stated that no agreement exists as to the value and equity in ownership of lands proposed for use as wetlands in this agreement.

11. It is hereby understood that this agreement does not preclude use of the new wetlands area in Exhibit #2 as a regional drainage facility by Clark County.

12. This agreement shall be effective as of the date of execution by all parties and shall continue in full force and effect until all parties mutually agree to discontinue it, and shall be binding on the Owner, his successors, assignees, or purchasers.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as below subscribed.

1/13/87
Date

Jackie Waldman
DIRECTOR - WASHINGTON DEPARTMENT OF GAME

12/18/86
Date

Bruce E. Groom AND
For Pioneer Federal Savings Bank, Owner

Ruth Vaara
Secretary

Approved as to form:

Calley
ASSISTANT ATTORNEY GENERAL

12/29/86
Date

STATE OF WASHINGTON, }
County of SNOHOMISH } ss.

I certify that I know or have satisfactory evidence that signed this instrument, on oath stated that they are it as the Asst. Vice Pres. and Corp. Secy., resp., of PIONEER FEDERAL SAVINGS BANK to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument. BRUCE E. GROOM and RUTH VAARA authorized to execute the instrument and acknowledged

Dated: Dec. 18, 1986

Neil Costello
Notary Public in and for the State of Washington,
residing at Seattle

My appointment expires 10/15/88

Park Place
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STATE OF WASHINGTON
COUNTY OF Thurston) ss

On this day personally appeared before me Jack Wayland to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged the same as his free and voluntary act and conveyance for the uses and purposes therein mentioned.

Given under my hand and official seal this 13 day of January, 1982.

Dorothy Nelson
Notary Public in and for the
State of Washington, residing
at Olympia.

EXHIBIT

#3

LEGAL DESCRIPTION:

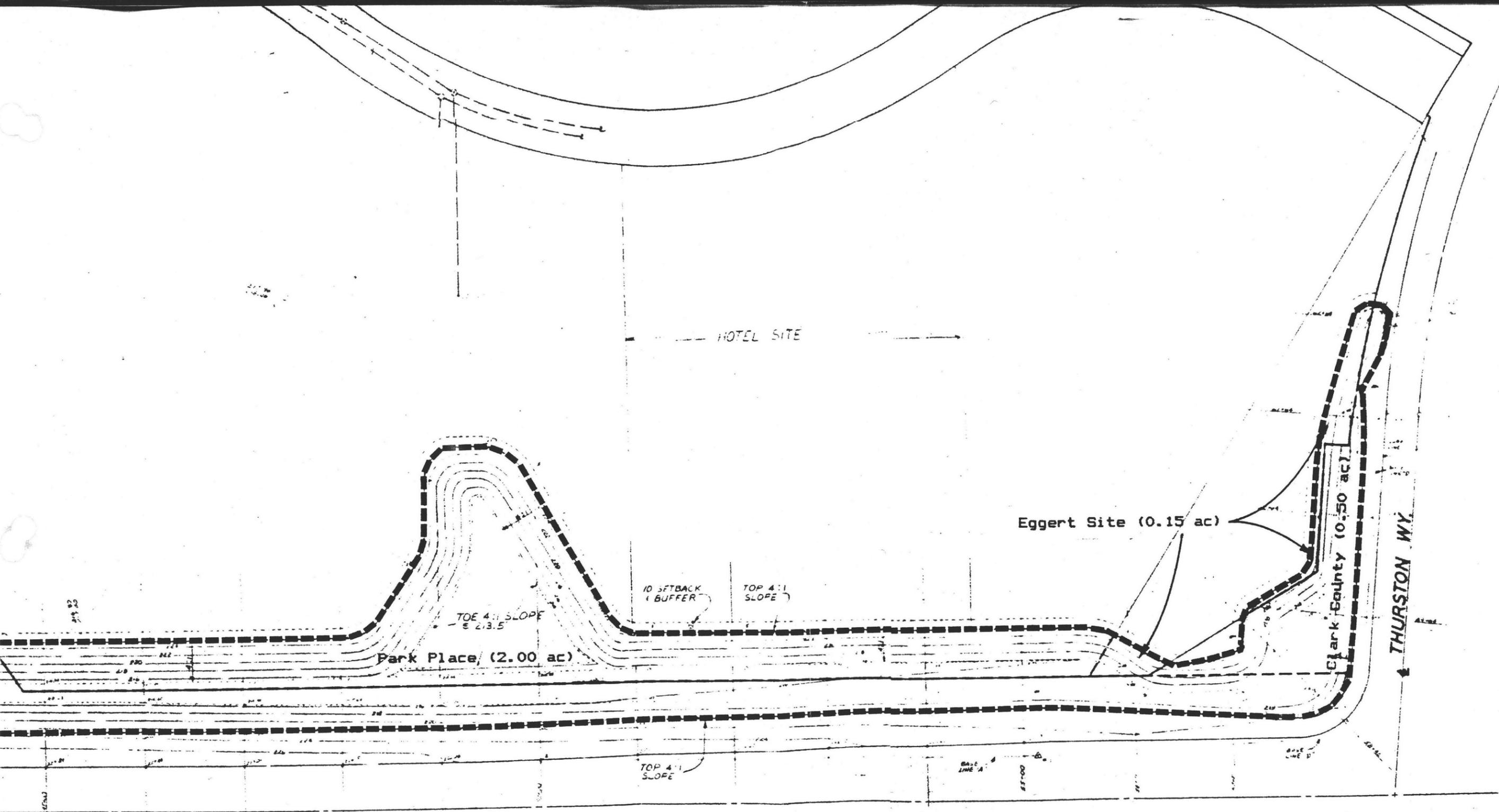
ORDER NO.: 147103

A parcel of land located in the LEVI DOUTHIT Donation Land Claim, No. 52 and the Southwest quarter of Section 17, Township 2 North, Range 2 East of the Willamette Meridian, Clark County, being more particularly described as follows:

BEGINNING at a point 1,056 feet North and 40 feet East of the Southwest corner of said Section 17, said point being on the East right of way of N.E. 72nd Avenue; thence along said right of way South $00^{\circ}32'47''$ West 893.83 feet; thence South $37^{\circ}26'12''$ East 52.94 feet; thence South $01^{\circ}13'24''$ West 73.64 feet to a point on the Northerly right of way of S.R. 500; thence along said Northerly right of way South $89^{\circ}25'24''$ East 75.00 feet; thence South $28^{\circ}29'48''$ East 28.60 feet; thence North $78^{\circ}13'53''$ East 299.28 feet; thence North $63^{\circ}25'30''$ East 418.37 feet; thence North $00^{\circ}47'27''$ East 194.35 feet; thence North $56^{\circ}18'14''$ East 616.75 feet; thence North $68^{\circ}07'48''$ East 256.81 feet; thence South $66^{\circ}06'27''$ East 176.14 feet; thence North $58^{\circ}29'08''$ East 1,150.10 feet; thence North $27^{\circ}57'35''$ East 202.57 feet to a point on the Westerly right of way of N.E. Thurston Way; thence along said Westerly right of way North $26^{\circ}31'18''$ West 129.53 feet; thence North $63^{\circ}28'42''$ East 24.72 feet; thence 345.74 feet along the arc of a 1,575 foot radius curve to the right through a central angle of $12^{\circ}34'41''$ (the long chord bears North $15^{\circ}47'52''$ West 345.06 feet); thence North $88^{\circ}31'18''$ West 3.61 feet; thence North $01^{\circ}08'10''$ East 87.23 feet to the N.E. corner of the LEVI DOUTHIT Donation Land Claim, No. 52; thence along the North line of said Donation Land Claim, No. 52 North $89^{\circ}06'01''$ West 1,330.41 feet; thence South $00^{\circ}32'39''$ West 571.31 feet; thence North $89^{\circ}05'00''$ West 596.02 feet; thence South $00^{\circ}33'12''$ West 565.48 feet; thence North $89^{\circ}29'16''$ West 699.92 feet to the East right of way of N.E. 72nd Avenue and the point of beginning.

Situate in the County of Clark, State of Washington.

NO.	DATE	BY
1	APR 12	TD
2	APR 12	TD
3	APR 12	TD
4	APR 12	TD
5	APR 12	TD
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20	APR 12	TD



PROPOSED WETLANDS

EXHIBIT # 2



N.E. 72nd AVE.

Existing Ditch
from Wetlands I

TOP 4:1
SLOPE
10' SETBACK
(BUFFER)

Park Place (2.40 ac)

TOE 4:1 SLOPE
6' 211.5'

POND OUTLET
@ 2.3 AC

EXISTING POND
BOTTOM

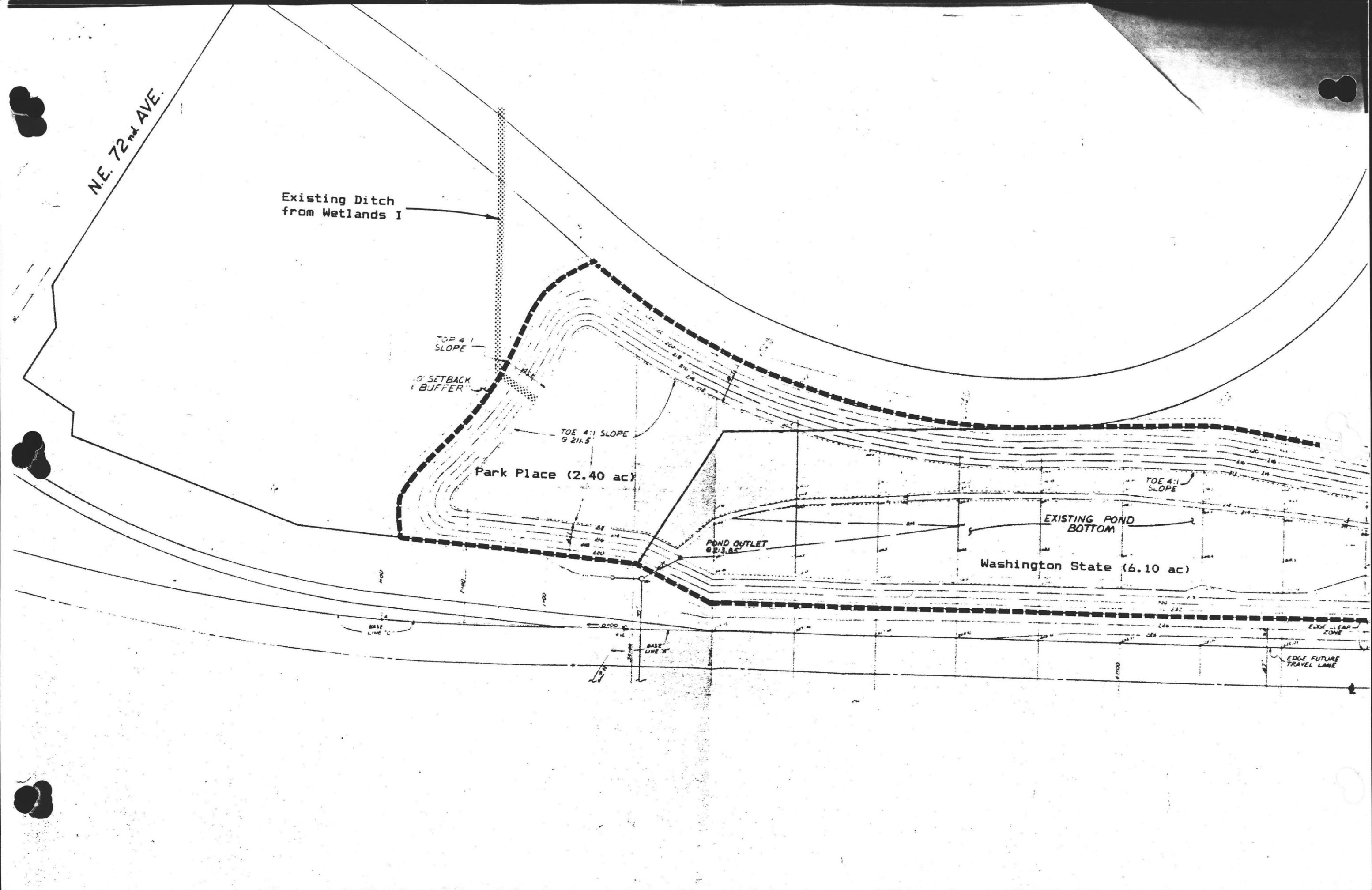
Washington State (6.10 ac)

TOE 4:1
SLOPE

BASE
LINE 'C'

BASE
LINE 'W'

EDGE LEAP
ZONE
EDGE FUTURE
TRAVEL LANE



Wetlands III (0.28 ac)

Wetlands IV (2.17 ac)

HOTEL SITE

THURSTON WY

TOE 4:1 SLOPE
E 2:3.5

10 SETBACK
1 BUFFER

TOP 4:1
SLOPE

Existing Ditch from
Van Mall Pond

HOPPER & DE
CONSULTING CIVIL ENGINEERS
1111 BROADWAY, VANCOUVER, B.C. V6C 1S1

NO.	DATE	BY	APPROVED
1	3/11/86	THOMAS W. DE	
SIDE SLOPES - ISSUED FOR REVIEW			
REVISIONS			

EXISTING WETLANDS

EXHIBIT # 1



E. 72nd AVE.

Wetlands I (1.19 ac)

Existing Ditch
from Wetlands I

TOP 4:1
SLOPE
10' SETBACK
BUFFER

TOE 4:1 SLOPE
3' 2 1/2"

POND OUTLET
@ 213.85'

EXISTING POND
BOTTOM

Existing State Pond (4.85 ac)

TOE 4:1
SLOPE

EDGE FUTURE
TRAVEL LANE

SR 500

